

## **EXHIBIT “J”**

Viacom Correspondence NYC

Nickelodeon

-----Original Message-----

**From:** Olmert, Shaul [mailto:Shaulmert@nick.com]  
**Sent:** Wednesday, November 30, 2005 4:57 PM  
**To:** margaret@skunkstudios.com  
**Subject:** SB bowling

Hi Margaret,  
I thought I'd ask again if perhaps now is a better time to re-visit the SpongeBob Bowling game concept. Assuming a release in mid-late 2006, we are still very eager to create this game, if you think it makes sense for Skunk. If my impression is correct, it sounded that you guys felt that perhaps working on a title based mostly on revenue share with a relatively modest upfront payment is too risky for you. If this is the case, we should be open minded to switch to a higher advance against royalties model. Let me know if this is a good tie to discuss.

Cheers,  
Shaul

Shaul Olmert  
Sr. Director, Digital Media Products  
Nickelodeon  
1515 Broadway, 40th fl.  
New York, NY 10036  
Tel: (212) 846-5817  
Email: shaulmert@nick.com

-----Original Message-----

**From:** Olmert, Shaul [mailto:Shaulmert@nick.com]  
**Sent:** Friday, July 08, 2005 9:38 AM  
**To:** Margaret Wallace  
**Cc:** kwik@skunkstudios.com  
**Subject:** RE: Revised Terms Sheet for Your Review

Hi Margaret,  
Likewise. Attached with some changes. Mainly:

1. We have to define some sort of exclusivity period, see my comments herein.
2. MTVN can not cover sound or music (although we can recommend a good sound and music person who has worked a lot with the brand before), but will cover the very expensive voiceover by Tom Keane (SpongeBob)
3. We can't be flexible about insurance, see comment herein.
4. We can not share or receive a share of ad revenues.

Other than that I think we're fine.

Cheers,  
Shaul

---

**From:** Margaret Wallace [mailto:margaret@skunkstudios.com]  
**Sent:** Thursday, July 07, 2005 11:35 PM  
**To:** Olmert, Shaul  
**Cc:** kwik@skunkstudios.com  
**Subject:** Revised Terms Sheet for Your Review

Hi, Shaul:

We enjoyed talking with you today. Attached please find our term sheet with proposed redlines for your review.

Please let me know what you think and don't hesitate to contact me if you have any questions.

All my best,

Margaret.  
415.235.3235

p.s. Friends and business – no worries, it's a piece of cake to keep those separate. Our business is as much of a game as the games we make and sell!!! Somebody should seriously write a screenplay someday about our game industry and all the colorful, crazy and cut-throat characters we meet. (Hmmm....)

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-----Original Message-----

**From:** Margaret Wallace [mailto:margaret@skunkstudios.com]  
**Sent:** Wednesday, December 07, 2005 10:39 AM  
**To:** 'kwik@skunkstudios.com'; 'Joseph'; 'Jason Cal'; 'Thomas'  
**Subject:** FW: SB bowling

fyi

-----Original Message-----

**From:** Olmert, Shaul [mailto:Shaulmert@nick.com]  
**Sent:** Wednesday, November 30, 2005 4:57 PM  
**To:** margaret@skunkstudios.com  
**Subject:** SB bowling

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payment is too risky for you. If this is the case, we should be open minded to switch to a higher advance against royalties model. Let me know if this is a good tie to discuss.

Cheers,  
Shaul

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Shaul Olmert  
Sr. Director, Digital Media Products  
Nickelodeon  
1515 Broadway, 40th fl.  
New York, NY 10036  
Tel: (212) 846-5817  
Email: shaulmert@nick.com

-----Original Message-----

**From:** Varet, Joseph [mailto:Joseph.Varet@mtvntemp.com]  
**Sent:** Monday, July 26, 2004 12:40 PM  
**To:** 'margaret@skunkstudios.com'  
**Subject:** question

Hi Margaret,

How are you? Hope all is well. Not sure if I told you, but I am consulting with MTV on their online games initiatives. (And still working with Groove as well.)

We are looking at a bunch of different options, including sourcing of games directly from developers. Would love to speak with you when you have a moment to do a reality check on license fees for this kind of thing.

If MTV wanted to license one of your games (say Gutterball) on a monthly/annual basis with no revenue share, and MTV would sell pre-game ads against it (the SW.com model), what would you ask as a license fee? Would this license fee change if there were an upsell to a paid downloadable version?

At this point I'm just looking for your thoughts on market prices, not for a proposal.

Please call me when you have a chance or send your contact info, I don't have your work #s here.

Thanks!

Joseph

Joseph Varet  
MTV Business Development  
[Joseph.Varet@mtvntemp.com](mailto:Joseph.Varet@mtvntemp.com)  
212.846.5671 phone  
212.846.1814 fax

-----Original Message-----

**From:** Varet, Joseph [mailto:Joseph.Varet@mtvntemp.com]  
**Sent:** Tuesday, August 03, 2004 3:23 PM  
**To:** 'margaret@skunkstudios.com'  
**Subject:** RE: question

Margaret,

When will you be in NYC next? We should definitely setup a meeting.

Best, Joseph

Joseph Varet  
MTV Business Development  
[Joseph.Varet@mtvntemp.com](mailto:Joseph.Varet@mtvntemp.com)  
212.846.5671 phone  
212.846.1814 fax

-----Original Message-----

**From:** Margaret Wallace [mailto:margaret@skunkstudios.com]  
**Sent:** Monday, July 26, 2004 6:52 PM  
**To:** 'Varet, Joseph'  
**Subject:** RE: question

Hi, Joseph:

Great to hear from you!

You know, I'm in New York on an almost monthly basis -- so if you ever want to meet in person about this, etc., please let me know. I'll be in NYC in August.

Here are some pricing options -- please let me know what you think:

1. For a Gutterball-type web game w/ no upsells, we'd license the title for \$1k/month.
2. For a Gutterball-type web game with upsells and directly links to the downloadable demo -- MTV can host the web version for free. (Skunk would retain 100% of revenues from sales of downloadable game)
3. We could also talk about doing a revshare on sales of the downloadable with MTV with the proviso that we also work out a revshare on banner ads, similar to what we've done with sw.com.

Our web games, as you already know, are limited feature versions of the full game. So, for example, in the case of Gutterball -- the web version would come with 1 alley and the full version contains 3 alleys.

In terms of latest contact info., please feel free to continue to phone me at 415.235.3235. We have an office number (415.777.0900) but it's easier to reach me via cell phone. Our office address is: 463 1/2 Bryant Street, SF, CA 94107

Hope all is well. Glad to hear you're working with MTV.

- Margaret.  
415.235.3235

-----Original Message-----

**From:** Varet, Joseph [mailto:Joseph.Varet@mtvn-temp.com]

**Sent:** Monday, July 26, 2004 9:40 AM

**To:** 'margaret@skunkstudios.com'

**Subject:** question

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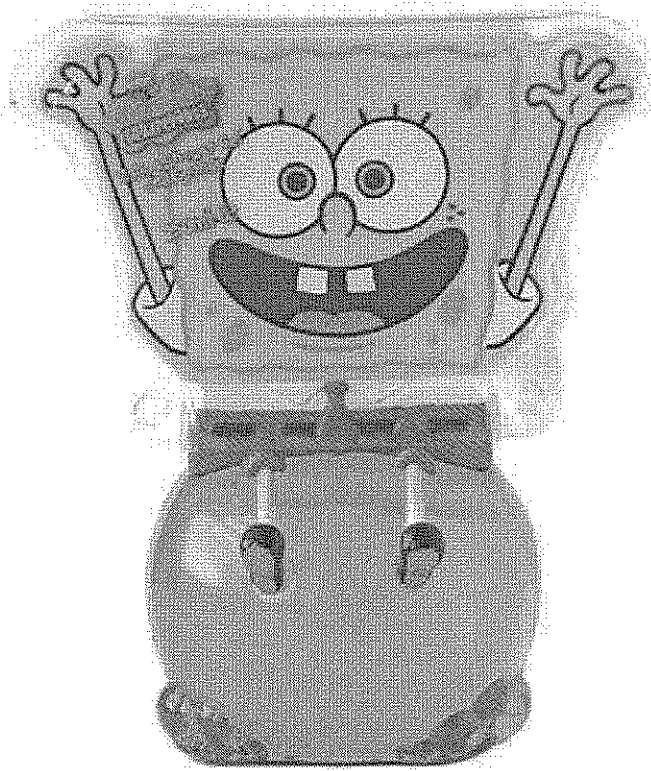
Please call me when you have a chance or send your contact info, I don't have your work #s here.

Thanks!

Joseph

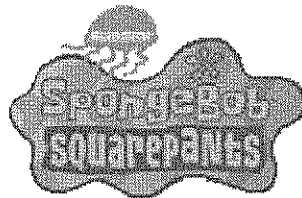
Joseph Varet  
MTV Business Development  
Joseph.Varet@mtvn-temp.com  
212.846.5671 phone  
212.846.1814 fax





# **SpongeBob Goes Bowling**

## **Bowling Game – Concepts**



Presented to  
**Nickelodeon Online**

By

Skunk Studios  
[www.skunkstudios.com](http://www.skunkstudios.com)

**Contact:**  
Margaret Wallace, Co-Founder / CEO  
[Margaret@skunkstudios.com](mailto:Margaret@skunkstudios.com)  
Tel. 415.235.3235

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## **Production Process**

Skunk Studios divides production into three distinct phases:

- Design
- Development
- Quality Assurance

### **Design Phase**

The Design Phase entails the refinement of the game concept, in addition to establishing the overall look and feel of the game. During this phase, Skunk Studios will work closely in alignment with Nick Online in order to maximize efficient implementation of overall brand, design and gameplay goals. Derivative of these discussions, Skunk Studios will produce a detailed game design document, including an early working game prototype that demonstrates core gameplay elements in action.

### **Development Phase**

The Development Phase is marked by the creation of assets for the game, which are then incorporated into a baseline Alpha. At the close of the Production Phase, a near-complete Beta version of the game is produced.

### **Quality Assurance Phase**

In this final phase of development, we test the game and initiate any bug fixes. While minor tweaks to assets and small gameplay adjustments may be made to this Beta version, the essential gameplay experience will remain unchanged.

### **In Conclusion**

We are confident we will do an unbelievable job with this SpongeBob bowling project. Please don't hesitate to contact us if you have any follow-up questions pertaining to this document. We look forward to working with you!

Skunk Studios  
San Francisco, CA  
7/10/2007



**DOWNLADBLE GAME DEVELOPMENT TERM SHEET**

MTVN &amp; Skunk Studios

Date: 06/30/2005

**SCOPE****Formatted:** Font: 12 pt

Using the Gutterball 2 game engine as a baseline and expanding upon it, Skunk Studios will develop:

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1. ONE Spongebob Bowling downloadable game based on MTVN's Spongebob Squarepants property.
2. ONE Web Game to be linked to the downloadable version.

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MTVN will describe necessary features for the Web Game (e.g. character/gameplay/functionality restrictions) to optimize the upselling of the downloadable version.

Game Overview (pending final approval by MTVN):

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Spongebob Bowling will be a real-time 3D bowling game based on a pirate-theme. Environments will be richly detailed and 3D-rendered. Spongebob Bowling will contain four unique bowling alley locations, such as:

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1. A Pirate Ship

2. A Treasure Island

3. A Pirate Cove

4. A Pirate Saloon.

Players will be able to control and bowl with three characters from the Spongebob property: Bob, Patrick, and Sandy. Characters will be rendered in 3D and each character will have its own distinct mannerisms and gameplay style. Additional characters will be located throughout the game to provide additional functionality.

Spongebob-themed power-ups, special effects and gameplay-altering effects and events will be prevalent throughout the game. A "treasure map" will also be used for a central navigation and as a means for showing a player's progress through the game.

**Deleted:** in**Deleted:** Pending final design, a**Deleted:** may**Deleted:** A map showing player's progress through the game will be based on a treasure-map.

Bowling balls will be fully customizable, by look, "weight," "spin," etc...including image mapping from pre-defined Spongebob media. (we can not enable that as users may use inappropriate photos that will alert their parents...)

**Deleted:** Players can also map personal photos from their desktops or the Internet onto their bowling balls.

Three gameplay modes will be supported:

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1. Single-player

2. Player vs. Computer (up to four players on the same computer)

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**DOWNLADBLE GAME DEVELOPMENT TERM SHEET**

MTVN &amp; Skunk Studios

Date: 06/30/2005

3. Player vs. Player vs. Computer(up to four players on the same computer).

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A local high-score and bowler statistic mechanism will be included.

Instructions, overlays, and other game screens, including Help, Options, Upsell Screens (where applicable) will also be created.

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**RESPONSIBILITIES**

MTVN will provide all required source art assets related to the property. MTVN will assume costs for custom voiceover.

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Skunk Studios will be in charge of graphics production/animation, quality assurance, testing, and customer support related to gameplay bugs for MTVN and channels' requests.

Deleted: , in-game sound effects, and music

Skunk Studios will correct bugs in games upon MTVN or channel's request.

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**DISTRIBUTION/FINANCIAL**

MTVN will pay Skunk Studios \$25,000 as an advance against royalties; 100% to be paid at the beginning of the development process.

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MTVN will pay Skunk Studios 50% of MTVN Publisher revenue resulting from the use of the game. MTVN publisher revenue is defined as all monies received from third parties in connection with the game, including subscription and game sales.

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Deleted: sales

Skunk Studio's revenue share will be paid after MTVN fully recoups the advance paid by MTVN. MTVN recoups on all channels, with the exception of Skunk Studios.com (www.skunkstudios.com).

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Deleted: and ad revenues

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MTVN will act as exclusive distributor of Spongebob Bowling on all sites/channels, with the following exception(s):

Skunk Studios will act as distributor of Spongebob Bowling on the following channels/sites:

- [www.skunkstudios.com](http://www.skunkstudios.com)
- other channels upon written approval of MTVN

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For each channel that Skunk Studios acts as the distributor for Spongebob Bowling, Skunk Studios will pay MTVN 50% of all revenues resulting from the use of the game, including subscription, game sales.

Deleted: 20

Deleted: sales

Deleted: and ad revenues

For each channel that Skunk Studios acts to distribute on, MTVN approval is required. These sites will have to comply with MTVN restrictions and standards such as:

Deleted: .

- a. Compliance with the COPPA and other laws related to marketing for children.



**DOWNLADBLE GAME DEVELOPMENT TERM SHEET**

MTVN &amp; Skunk Studios

Date: 06/30/2005

- b. Prevention of abusive content to be presented alongside the game title.
- c. Privacy policy that complies with that of Nickelodeon.
- d. Use of MTVN approved marketing copy and promotions.

**DEVELOPMENT/CREATIVE/APPROVALS**

Skunk Studios will consult with MTVN in regards to the game's concept and content in predefined stages as detailed in a mutually agreed-upon production schedule

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Spongebob Bowling will be delivered on January 15, 2006 as agreed upon by MTVN and Skunk Studios.

MTVN reserves right of approval for every element such as graphics, animations and text in Spongebob Bowling. This includes approval of both the game development process and the marketing/distribution post-launch.

**OWNERSHIP**

MTVN will own its properties and any graphics, trademarks, logos, etc....related to the properties.

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Skunk Studios will own the game engine, the game code, and game logic.

~~Skunk Studios shall receive credit within the game. Skunk Studios will not create products based on the game engine for any other media property for a period of 2 years~~

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¶

**Comment [01]:** We need to define some level of restriction. For instance: we can't afford to have a mickey mouse gutterball game in market.

**TERMS & AGREEMENTS**

The term of this agreement will be 2 years from the first day of distribution of Spongebob Bowling.

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**Insurance**

"MTVN requires Skunk Studios to carry and maintain at its own expense Commercial General Liability Insurance Policy (including coverage for bodily injury, property damage, completed operations, personal injury liability, products liability coverage applicable to its obligations and acts and omissions described herein, such policy to have limits of at least \$1,000,000 with an insurance company licensed to do business in the state of New York and with a minimum of A VIII rating in Best's Insurance Guide. Skunk Studios' insurance coverage shall be primary and not contributing and Skunk Studios shall be solely responsible for the payment of any and all deductibles or other payments due in connection with any claim or lawsuit arising from this agreement.

**Deleted:** Further, Skunk Studios agrees to include MTVN as an additional insured on Skunk Studios' Errors and Omissions liability insurance applicable to Spongebob Bowling, the Game Engine on an existent policy, such policy to have limits of at least \$1,000,000 per occurrence with respect to each loss or claim involving the same offending act, failure to act, or matter whether made by one or more persons and regardless of frequency of repetition relating to Spongebob Bowling. Skunk Studios' insurance coverage shall be primary and not contributing and Skunk Studios shall be solely responsible for the deductible and any amounts above the limits in connection with any errors and omissions related claims." (taken from a standard game development agreement).

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MW: This is a simple game engine that has been used for almost a year, and the brand has been around for 4 years. All used without incident. Such a clause in a game license agreement is not typical – Skunk Studios does not have this type of coverage, although it will investigate obtaining it and if it does, will add MTVN as an additional insured. The Indemnity clause in the final agreement should suffice this need.

**DOWNLADBLE GAME DEVELOPMENT TERM SHEET**

MTVN & Skunk Studios

*Date: 06/30/2005*

Unfortunately, when it comes to insurance I can not change Viacom's standard definition at all, that is why we copied it as is into the term sheet. Other game developers we work with were able to obtain this insurance easily. I know it's annoying, but it's out of my territory. Viacom has zero tolerance about it.

Formatted: Font: Times

**EXHIBIT “K”**





oberon

media

To:  
Skunk Studios LLC

January 31<sup>st</sup>, 2006

Re: Legal Expenses

REDACTED MATERIALS

Sincerely yours,

Oberon Media, Inc.

By: 

Name: Tomer Ben-Kini

Title: CEO

Agreed and accepted by:

Skunk Studios LLC

By: 

Name: MARGARET WALLACE

Title: CO-FOUNDER / CEO

**EXHIBIT “L”**

## Skunk / Oberon Talks

From: Margaret Wallace <margaret@skunkstudios.com>  
To: jhmorton@bvm.com, ron@lumasalliance.com, kwik@skunkstudios.com  
CC: crista.lucey@spottluceywall-cpas.com, ming.fang@spottluceywall-cpas.com, estess@skunkstudios.com, j@skunkstudios.com, joseph@skunkstudios.com, margaret@skunkstudios.com  
Date: Nov 02 2005 - 6:27pm

Hey, Gang:

I have some updates pertaining to the acquisition talks between Oberon Media and Skunk Studios. In the interest of time, I'm passing this information on inside 1 email since this impacts all of us in one way or another. I am in Montreal at a Game Conference, available by phone and email (although my voicemail isn't working).

\*Please read below and don't hesitate to contact me if you have questions -- or have an alternate suggestion for any of the action items listed below.\*

### \*1. Putting Oberon / Skunk Attorney in Touch\*

I just got off the phone with Tomer Ben-Kiki, CEO of Oberon Media -- and he is requesting that we put Oberon's attorney directly in touch with Jim, as our counsel, to go over issues pertaining to Skunk Studios LLC so that an agreement can be hammered out. Jim, as per my voicemail -- if you don't mind, I'll pass on your contact information to him.

### \*2. Information for Jim Morton (Skunk Counsel)\*

I'm assuming that Jim is going to need the following information from Skunk Studios in order to proceed: a) articles of incorporation; b) operating agreement; c) all the latest Skunk financials.

\*Kalle -- do you think you can overnight this information to Jim?\* His address: James H. Morton, Morton & McGoldrick, 820 A Street #600, Tacoma, WA, 98402.

### \*3. Information Requested from Oberon Media\*

Oberon Media has requested the following information from Skunk Studios:

- a) soft copy of the financials we showed Oberon last month;
- b) up-to-date financials for 2005;
- c) any new advice we have pertaining to the tax situation.

### \*4. Oberon Financial Person to Talk with Kalle\*

Oberon's financial person is going to get in touch directly with Kalle to go over any outstanding questions related to the financials. They are also interested in seeing the most updated books for 2005.

### \*5. November 9th Meeting in Seattle?\*

Kalle and I are wondering if we should postpone our meeting in Seattle until Jim and the Oberon attorney have had a chance to confer over the materials we send. Should we wait until there is a draft agreement in place? We're on stand-by, ready to meet once we confirm that meeting on the 9th still makes

sense in light of all this stuff. Please advise either way.  
Well, that's all for now. Please let me know your thoughts. Thank you for  
all the time and attention you've given this matter thus far!  
All my best,  
Margaret.  
415.235.3235

**dana's contact info**

From: Margaret Wallace <[margaret@skunkstudios.com](mailto:margaret@skunkstudios.com)>  
To: [kwik@skunkstudios.com](mailto:kwik@skunkstudios.com)  
Date: May 11 2006 - 2:28pm

\*Dana Ben-Yoseph\*

\*Director of Finance and Administration\*

Tel: (212) 221-8112

Fax: (212) 202-4072

E-mail: [danab@oberon-media.com](mailto:danab@oberon-media.com)

Web: <http://www.oberon-media.com>

-----Original Message-----

**From:** Tomer Ben Kiki [mailto:tomerb@Oberon-Media.com]  
**Sent:** Tuesday, October 11, 2005 12:05 PM  
**To:** Margaret Wallace  
**Subject:** RE: Skunk Studios / Oberon Followup

Hi Margaret,  
Just got back to New York, flying to the West Coast on Thursday. If you are still in New York tomorrow I'd be happy to get together – let me know if you're available.

Cheers,  
Tomer

---

**From:** Margaret Wallace [mailto:margaret@skunkstudios.com]  
**Sent:** Thursday, October 06, 2005 2:02 PM  
**To:** Tal Kerret  
**Cc:** Tomer Ben Kiki; Ofer Leidner  
**Subject:** RE: Skunk Studios / Oberon Followup

Hi, Tal:

Happy New Year!

I'm free anytime on Friday. I haven't had a chance to catch-up with Ron yet. Would you prefer that we postpone our meeting until I've had a chance to talk with Ron? Either way is good with me – I don't want to waste anyone's time.

Hope all is well and I look forward to talking with you soon.

All my best,

Margaret.  
415.235.3235

-----Original Message-----

**From:** Tal Kerret [mailto:talk@Oberon-Media.com]  
**Sent:** Wednesday, October 05, 2005 5:25 PM  
**To:** Margaret Wallace; Tomer Ben Kiki; Ofer Leidner  
**Subject:** RE: Skunk Studios / Oberon Followup

Dear Margaret,  
Tomer and Ofer are in Israel and Europe traveling at the high holidays (business and visiting families). I am in NY though and will be happy to see you – will be in the city tomorrow and Friday (Friday a bit easier in terms of timing).  
Spoke with Ron today – he said he will speak with you – did you send the email prior to that?

What time works for you (Friday best but Thursday late afternoon can also work).  
Would be happy to move ahead with our conversation,

Regards,  
Tal.

---

**From:** Margaret Wallace [mailto:margaret@skunkstudios.com]  
**Sent:** Wednesday, October 05, 2005 3:33 PM  
**To:** Tomer Ben Kiki; Ofer Leidner; Tal Kerret  
**Subject:** Skunk Studios / Oberon Followup

Hi, Tal, Tomer and Ofer:

Wanted to let you know that I am in New York this week and next week. If you're also in New York (and not currently doing your usual globe-trotting!), I'm available to stop by for any follow-up discussions. Whatever works best on this front either way.

In any case, I hope this email finds you well.

All my best,

Margaret.  
415.235.3235

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